

FURWARD THINKER'S COMMISSION TERMS OF SERVICE

(TOS Referenced from [Braeburned](#), modified by Furward Thinker)

Welcome to Furward Thinker's Commission Terms of Service (ToS). This document outlines the guidelines, expectations, and responsibilities for both the artist (Furward Thinker) and the client when engaging in a commissioned artwork project.

Please read this document carefully before proceeding with a commission.

If you have any questions or concerns, feel free to reach out to Furward Thinker at forwardthinker@gmail.com.

By commissioning the artist, you confirm that you have read, understood, and agreed to these terms in their entirety.

Thank you for showing an interest in what I do. I deeply appreciate it.

General

Communication Expectations

- Both the artist and the client are expected to maintain clear and timely communication throughout the commission process.
- The artist will respond as promptly as possible and provide clear expectations upfront.
- The client is expected to reciprocate timely and clear communication to the best of their ability. The artist understands that delays may occur due to emergencies or unforeseen circumstances.

Providing References

- Visual references are preferred but not required.
- The client may specify details such as pose, mood, colors, or other artistic elements. If not specified, these aspects will be left to the artist's discretion.

Right to Refuse or Terminate a Commission

- The artist reserves the right to decline any commission request without providing an explanation.
- The artist may terminate a commission at any time if the client engages in unprofessional behavior, breaches professional conduct, or fails to communicate effectively.

- If the artist cancels a commission, the client may be eligible for a full or partial refund, depending on the progress of the artwork. Please refer to the **Refunds & Cancellations** section for details.

Commission Process & Payment Terms

Commission Availability & Deadlines

- The artist only opens commissions when they can reasonably handle the workload.
- Expected deadlines vary depending on the type of commission and will be communicated to the client.

Payment Terms

- Full payment is required before any work begins.
- For commissions priced at \$100 or more, a 50% deposit is required before the artist begins the sketch. Full payment upfront is also accepted.
- They must inform the artist of how they'd prefer to pay in advance.

Revisions & Edits

- The terms for revisions and edits vary depending on the type of commission. Specific details, including the number of free revisions and any applicable fees, will be outlined in the "Commission Options & Prices" document provided to the client.

Work in Progress (WIP) Updates

- The frequency and availability of WIP updates vary by commission type and will be outlined in the "Commission Options & Prices" document.

Final Delivery & Remaining Payments

- Upon completion, the final artwork will be sent by email.
- If only a 50% deposit was paid:
 - The client will receive a watermarked version and must send the remaining payment before receiving the unwatermarked, full-resolution version.
- If full payment was made upfront:
 - The full-size, unwatermarked version will be sent immediately upon completion.

Timeline & Delays

- Clients can expect a completed commission within 1–3 weeks of order placement, unless stated otherwise.

- If a longer wait time is anticipated, the artist will communicate this during initial discussions.
- Any delays or issues will be communicated as soon as possible, and clients are welcome to request timeline updates at any time.

Corrections & Fixes

- If the final artwork contains an error that was present in the client's references but overlooked by the artist (e.g., incorrect eye color, missing apparel), it will be corrected free of charge, even after completion, as soon as possible.

Harassment & Blacklisting

- Excessive harassment, rudeness, or abusive behavior will result in commission cancellation.
- In such cases, a refund will be issued minus payment for the work already completed (percentage determined at the artist's discretion).
- The client will also be blacklisted from future commissions.

Rights & Permissions

Non-Commercial Use

- All commissioned artwork under this agreement is for personal, non-commercial use only unless explicitly stated otherwise in a separate, signed contract.
- If the client requires the artwork for commercial (for-profit) use, a separate agreement must be negotiated and signed, with appropriate licensing and fees.

Artist's Rights & Ownership

- By commissioning the artist, the client is purchasing labor only, not the rights to the artwork itself.
- The artist retains full copyright and ownership of all commissioned work unless otherwise agreed upon in a separate, written contract with full payment for those rights.
- The artist retains the right to use the commissioned artwork for self-promotion, including but not limited to:
 - Displaying it on websites and social media.
 - Including it in portfolios or commission examples.
 - Using it in digital or physical art collections (e.g., downloadable art packs).
- The artist will not sell prints or merchandise of commissioned work depicting the client's original characters without the client's express permission.

Client's Permissions & Responsibilities

- By commissioning the artist, the client grants the artist permission to depict their character(s) and/or intellectual properties for the commissioned piece only, unless otherwise agreed upon.
- If the client requests artwork of a character they do not own, they must have explicit permission from the character's owner and ensure they are aware of and approve the content of the commission.
- The artist does not claim ownership of any intellectual property depicted in the artwork, except when creating original designs at the client's request.

Privacy & Online Posting

- If the client wishes to remain anonymous, their name can be omitted from public postings.
- If the client requests that the commissioned artwork not be posted publicly, this can be arranged. However:
 - Such agreements will only last for a prearranged period of time (default: one year). After this period, the artist is free to post the artwork.
 - If the client does not want the artwork posted, they are also forbidden from posting it themselves. If the client shares the artwork online, the artist is then permitted to do the same.

Restrictions on Client Use

- The client may not claim the artwork as their own, redistribute it, or use it in any commercial project unless explicitly agreed upon in a separate contract.
- For non-commercial personal use (e.g., printing for personal display), the client must discuss usage with the artist beforehand to confirm that no profit will be made from the artwork.
- The artist's watermark or signature must not be removed, erased, or cropped out. If the image must be resized or cropped (e.g., for use as a profile picture or background), credit must be visibly included in a readable font, with appropriate links where possible (e.g., on Bluesky, credit may be placed in the user's bio).

Payment Details

- Payment is conducted through PayPal and accepted in USD only.
- The artist's PayPal email is forwardthinker@gmail.com.
- The artist will send a PayPal invoice during commission discussions via email. If the invoice link is missing from the conversation, the client may use the provided PayPal email.
- If the client cannot or prefers not to use PayPal, they must inform the artist, who will attempt to arrange an alternative payment method.
- Clients are instructed to be **mindful of currency conversion rates**. The client is responsible for ensuring correct payment amounts.

Refunds & Cancellations

- The client may cancel a commission at any time before completion. However, a cancellation fee will apply to cover work already completed.
- If the artist cancels the commission for any reason, the client will receive a full or partial refund, depending on the amount of work completed.

Refund Breakdown:

- If only the sketch has been completed, the artist will retain 50% of the full commission price as a cancellation fee. Any additional amount paid will be refunded.
- Once the sketch is complete, refunds are determined at the artist's discretion based on the amount of work finished.

Final Agreement

By commissioning Furward Thinker, you acknowledge that you have read, understood, and agreed to the full Terms of Service outlined in this document.

For any questions or clarifications regarding these terms, please contact Furward Thinker at forwardthinker@gmail.com.

ToS are subject to change without notice. Revisions apply to commissions ordered after most recent revision.

Last revised: 09/FEB/2025